

CITY OF UNION CITY
HUDSON COUNTY, NEW JERSEY
RENT STABILIZATION BOARD

REGULAR MEETING : TRANSCRIPT OF
: :
: :
-----: PROCEEDINGS

Union City City Hall
2nd Floor Courtroom
3715 Palisade Avenue
Union City, New Jersey

Monday, May 6, 2024
Commencing at 7:00 PM

M E M B E R S P R E S E N T:

JUAN MILAN, CHAIRMAN
SANDRA VASQUEZ, VICE CHAIRPERSON
NORMA GUEVARA, COMMISSIONER
ROSANA COLON, COMMISSIONER
YAMIRUS HOLGUIN, COMMISSIONER

M E M B E R S A B S E N T:

YDALY POZO, COMMISSIONER

A L S O P R E S E N T:

NEIL D. MAROTTA, ESQ., Board Counsel
KENNEDY NG, Administrator
GINA RICCIARDI, ESQ., Tenant Advocate
FRANCOIS NUNEZ, Staff Member
CASMILA SOLIS, Staff Member
KENNY CABALLERO, Staff Member
JOSE GONZALEZ, Interpreter

SUSAN BISCHOFF CCR CO.
449 Columbia Blvd., Wood-Ridge, NJ 07075
201-390-0583 SBischoffccr@yahoo.com

A P P E A R A N C E S:

ROBERT M. MAYEROVIC, ESQ.
Attorney for 2911 Bergenline Avenue

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I N D E X

2911 BERGENLINE AVENUE, APT. #6

WITNESSPAGE

REYNA HERNANDEZ

15

KENNEDY NG

17

E X H I B I T SNO.DOCUMENTPAGE

NO

EXHIBITS

MARKED

1 MR. NG: Good evening, everybody. This
2 is the meeting of the rent leveling board. Today
3 is May 6, 2024. And the time is now 7:00, and we
4 are in the municipal court chambers, 3715 Palisade
5 Avenue, Union City, New Jersey. Pursuant to the
6 Open Public Meeting Law, adequate notice of this
7 meeting was provided to The Bergen Record, The
8 Jersey Journal, and North Hudson Reporter more
9 than 72 hours in advance of the meeting and it's
10 posted at the municipal office. The notice
11 includes the date, time, location, and to the
12 extent known the agenda for the meeting. Please
13 rise for the flag salute.

14
15 (Whereupon, the Pledge of Allegiance was
16 recited.)

17
18 **ROLL CALL:**

19
20 MR. NG: Roll call. Commissioner Norma
21 Guevara.

22 COMMISSIONER GUEVARA: Yes.

23 MR. NG: Commissioner Ydaly Pozo, I
24 think, she's excused, she called earlier.

25 Commissioner Yamirus Holguin.

1 COMMISSIONER HOLGUIN: Present.

2 MR. NG: Vice Chairman Sandra Vasquez.

3 VICE CHAIRPERSON VASQUEZ: Present.

4 MR. NG: Commissioner Rosana Colon.

5 COMMISSIONER COLON: Present.

6 MR. NG: Chairman Juan Milan.

7 CHAIRMAN MILAN: Present.

8 MR. NG: Interpreter, Mr. Gonzalez,
9 here?

10 MR. GONZALEZ: Present.

11 MR. NG: Chairman, we have a quorum and
12 I believe we just have one item on the agenda for
13 the special meeting.

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1 **2911 BERGENLINE AVENUE - APT. #6 -**
2 **RENT DISPUTE:**

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4 CHAIRMAN MILAN: Okay. 2911 Bergenline
5 Avenue, Apartment 6, rent dispute. Will the
6 counsel for both please approach?

7 MS. RICCIARDI: We need the interpreter
8 for my client.

9 CHAIRMAN MILAN: Can he be sworn?

10
11 J O S E G O N Z A L E Z, an interpreter of the
12 SPANISH language, after having been duly sworn,
13 did interpret the following testimony:

14
15 CHAIRMAN MILAN: Okay.

16 MR. MAROTTA: Appearances, please.

17 MR. MAYEROVIC: Robert M. Mayerovic
18 M-A-Y-E-R-O-V-I-C, for the landlord.

19 MS. RICCIARDI: Gina Ricciardi for the
20 tenant, Reyna Hernandez.

21 MR. MAROTTA: Okay. I understand that
22 there's a resolution to this matter, an amicable
23 settlement, which will be placed on the record.

24 MR. MAYEROVIC: For purposes of the
25 board's concern, we're going to stipulate today

1 that the lawful rent for this apartment, 6, is
2 \$1,083.57 as of May 1, 2019. The tenant will
3 start paying rent as of June 1, 20 -- I'm sorry,
4 May 1, 2024, that's my mistake. The payments will
5 start by the tenant as of June 1, 2024. Legal
6 rent is \$1,083.57 for this tenant. She'll start
7 paying that as of June 1, 2024.

8 Now, there is an issue of rent arrears
9 that are owed. And that is going to be a function
10 of our being able to determine what is available
11 in terms of rental assistance. I'm not sure that
12 really involves you so much, as the L and T court,
13 but we're acknowledging that there is an arrears
14 and that arrears will be based on the
15 determination of what is available through rental
16 assistance.

17 MR. MAROTTA: So your client is
18 accepting whatever is the obtained through rental
19 assistance to satisfy any arrears?

20 MR. MAYEROVIC: That's correct. The
21 tenant must comply with and must prosecute all
22 available rental assistance programs and that must
23 be done, let's say, within 60 days of the
24 determination.

25 MS. RICCIARDI: No problem, we're in

1 agreement.

2 MR. MAYEROVIC: But that's the way it
3 will work.

4 MR. MAROTTA: Okay.

5 CHAIRMAN MILAN: So both are in
6 agreement. I'm going to ask both sides if they
7 agree, just to make sure that they understand
8 fully what went on, so we don't have them visiting
9 the office of the administrator next week saying
10 no, no, no, I misunderstood, that's not what I
11 agreed to.

12 MR. MAROTTA: I explained to both
13 counsel that their clients would be voir dired or
14 questioned about their understanding of the
15 settlement and that they agree to the settlement.
16 So at this point, who do we want to call up first?

17 CHAIRMAN MILAN: Let's call the landlord
18 first. Let's make sure he's in agreement and then
19 we'll go to the tenant.

20 MR. MAYEROVIC: Mr. Schwartz, you
21 understood the terms of the settlement as I put it
22 on the record?

23 MR. SCHWARTZ: Yes.

24 MR. MAYEROVIC: You're doing this freely
25 and voluntarily?

1 MR. SCHWARTZ: Yes.

2 MR. MAYEROVIC: You and I had extensive
3 discussions on this matter, you've also consulted
4 with other lawyers. And you don't have to settle,
5 you have the right to have the board decide and
6 even if you're not happy with the board's
7 decision, you have a right to take that to
8 Superior Court. And these were things that we
9 discussed as being the ingredients of why you are
10 or are not settling the case; is that correct?

11 MR. SCHWARTZ: Yes.

12 MR. MAYEROVIC: And as you know in any
13 settlement, a settlement is a compilation, it's a
14 putting together a whole bunch of ingredients,
15 putting them into a bowl and creating something,
16 you understand that?

17 MR. SCHWARTZ: Yes.

18 MR. MAYEROVIC: And you're doing this
19 freely and voluntarily. Lastly, there is a theory
20 that -- a lawyers motto and I'll say it that
21 sometime a bad settlement is better than a good
22 case, you understand that concept? And it's in
23 that light, it's neither good nor bad, but a
24 settlement is a settlement, bringing something to
25 a conclusion, and arising to a level of certainty

1 for the future. You understand that?

2 MR. SCHWARTZ: I agree, yes.

3 MR. MAYEROVIC: And the final aspect is
4 you're not going to start getting rent until
5 June 1, 2024, but there's an acknowledgment today
6 that there is rental arrears. We believe -- or
7 you believe that the rental arrears are
8 substantial, in excess of 20 plus thousand
9 dollars, but you're going to be limiting your
10 claim to the rental arrears by what is available
11 through rental assistance; is that correct?

12 MR. SCHWARTZ: Yes.

13 MR. MAYEROVIC: And the only caveat is
14 that the tenant will have to prosecute in good
15 faith any rental assistance application, both TRA,
16 both North Hudson, DCA, whatever is available to
17 address the arrears. And once we find that out,
18 we can identify an arrears amount that will let
19 her tap into the maximum available rent arrears;
20 is that correct?

21 MR. SCHWARTZ: Yes.

22 CHAIRMAN MILAN: Okay, thank you.

23 MR. MAROTTA: Okay.

24 CHAIRMAN MILAN: The tenant, please.

25 MR. NG: Neil, I'm sorry. I would like

1 to ask the tenant, so the translator can ask her
2 in Spanish, so she can tell us what the settlement
3 is all about because I want to --

4 MR. MAROTTA: Of course.

5 MR. NG: -- 300 percent sure because
6 it's been a little sensitive for me in the office
7 with the case. And I want to know that she
8 understands 500 percent. So that she can say in
9 Spanish and the translator will translate into
10 English.

11 MR. MAROTTA: So my recommendation is to
12 let Gina take her through the settlement and then
13 she can repeat what her understanding of the
14 settlement is.

15 CHAIRMAN MILAN: We'll get it through
16 Mr. Gonzalez, we'll get the translation.

17 MR. MAROTTA: Okay.

18 CHAIRMAN MILAN: Thank you.

19 MS. RICCIARDI: So the board was saying
20 they want to make sure that you fully understand
21 the settlement. So that you could even explain it
22 back to me. So I'm going to walk through it step
23 by step with you.

24 So the first thing is that you are going
25 to start paying on June 1st, \$1,083.57?

1 MS. HERNANDEZ: Um-hum.

2 MS. RICCIARDI: The landlord is waiving
3 any rental arrears beyond what rental assistance
4 can provide for you. You are going to apply to
5 all rental assistance available, as we discussed.

6 You chose this over continuing our
7 conflict before the board and before Judge Jimenez
8 in landlord-tenant court. Is that what we talked
9 about?

10 MS. HERNANDEZ: Well, yes.

11 MS. RICCIARDI: Do you have any
12 questions?

13 MS. HERNANDEZ: Yes.

14 MS. RICCIARDI: Okay, go ahead.

15 MS. HERNANDEZ: What I don't understand
16 that I was the one that was hurt and I was owed
17 money and now I am the one who owes and I have to
18 get money?

19 MS. RICCIARDI: Right. So years ago,
20 you overpaid in rent. And then you lived for free
21 for a few years, right, for two years?

22 MS. HERNANDEZ: Yes.

23 MS. RICCIARDI: So now you're going to
24 start paying again. And you're not going to pay
25 any arrears out of pocket. They're only asking

1 for what rental assistance can provide. So you
2 are not being faulted?

3 MS. HERNANDEZ: Yes, but that's -- I'm
4 the one who have to ask for money. I shouldn't
5 have to ask for money because supposedly they owed
6 me money and I don't have a reason to go and ask
7 for money. I haven't paid not because I couldn't
8 pay, but because they owed me money.

9 MR. MAROTTA: Can I interject for a
10 moment? I'm going to ask to recess for a moment
11 and speak with both parties outside because I want
12 to make sure there's a full understanding. And
13 I'm concerned that Ms. Hernandez might not
14 understand.

15 CHAIRMAN MILAN: Do you need clients or
16 just the lawyers?

17 MR. MAROTTA: I need Mr. Gonzalez and
18 the lawyers.

19 CHAIRMAN MILAN: So all the players in
20 the case.

21 MS. RICCIARDI: Thank you.

22

23 (Whereupon a short recess was taken.)

24

25 MR. MAROTTA: We're going to begin the

1 voir dire again. I just want the record to
2 reflect that based upon the questions by the
3 tenant earlier, there was a question of whether or
4 not she understood the settlement. Was Reyna
5 sworn in?

6
7 R E Y N A H E R N A N D E Z, after having been
8 duly sworn or affirmed, did testify as follows
9 through the interpreter:

10
11 MR. MAROTTA: One of the concerns she
12 had was that she would have to pay back rent. And
13 it was explained that the landlord was going to
14 accept any assistance she was able to obtain from
15 different government sources and that she was not
16 required to pay it herself.

17 MS. HERNANDEZ: Okay.

18 MR. MAROTTA: Okay. So now I'm just
19 going to ask Ms. Ricciardi to voir dire, question
20 Reyna to make sure she understands the settlement.

21 MS. RICCIARDI: Did you understand
22 everything Mr. Marotta just said?

23 MS. HERNANDEZ: Yes.

24 MS. RICCIARDI: And we talked a little
25 bit outside, do you understand your new rent is

1 \$1,083.57 starting June 1st?

2 MS. HERNANDEZ: Yes.

3 MS. RICCIARDI: And you understand that
4 the other part of the settlement is to apply for
5 any rental assistance you can get and you will not
6 be paying anything else out of pocket. And the
7 landlord will accept whatever you can get.

8 MS. HERNANDEZ: Okay.

9 MS. RICCIARDI: Is that your
10 understanding?

11 MS. HERNANDEZ: Yes.

12 MS. RICCIARDI: Can you tell that back
13 to us?

14 MS. HERNANDEZ: So I have to look for
15 any assistance I can find and if they give it to
16 me or they don't give it to me, the owner is just
17 going to have to take what I get.

18 MS. RICCIARDI: Right.

19 MS. HERNANDEZ: Okay.

20 MS. RICCIARDI: And the other part, the
21 rent?

22 MS. HERNANDEZ: Since the first of June,
23 I have to pay \$1,083.57.

24 MS. RICCIARDI: Do you have any other
25 questions?

1 MS. HERNANDEZ: No.

2 MS. RICCIARDI: Okay. Do you agree with
3 the settlement?

4 MS. HERNANDEZ: Yes.

5 MS. RICCIARDI: And will you be signing
6 it when we pull it together voluntarily?

7 MS. HERNANDEZ: Yes.

8 MS. RICCIARDI: And you understand you
9 do have a right to present our case to the board?

10 MS. HERNANDEZ: Okay.

11 MR. MAROTTA: The rent board, tonight.

12 MS. HERNANDEZ: Okay.

13 MR. MAROTTA: And that by accepting the
14 settlement --

15 MR. NG: Mr. Marotta, can I ask a
16 question? Do I have to swear in?

17 MR. MAROTTA: Okay.

18

19 K E N N E D Y N G, after having been duly sworn
20 or affirmed, did testify as follows:

21

22 MR. NG: Kennedy Ng. I was outside with
23 the lawyers discussing the settlement. And I want
24 to make sure that I didn't influence you taking
25 the determination to agree with us?

1 MS. HERNANDEZ: No.

2 MR. NG: You didn't feel pressure?

3 MS. HERNANDEZ: No.

4 MR. NG: I just want to make sure.

5 MR. MAROTTA: Are you entering into the
6 settlement of your own free will?

7 MS. HERNANDEZ: Yes.

8 MR. MAROTTA: Nobody put pressure to
9 coerce you into doing so?

10 MS. HERNANDEZ: No, no.

11 MR. MAROTTA: Okay. And you understand
12 that by entering into the settlement, you are
13 waiving your right to a hearing tonight?

14 MS. HERNANDEZ: Okay.

15 MR. MAROTTA: Well, if you don't have
16 the settlement, you can present your case and the
17 board can make its decision, okay. And you have
18 the right to that, okay. And either here or if
19 either side loses, they can appeal it to the
20 court. You may have a result that is better or
21 worse than what is decided here tonight in your
22 settlement.

23 MS. RICCIARDI: You lost her.

24 MR. MAROTTA: Did she get it?

25 MS. RICCIARDI: No.

1 MR. MAROTTA: So by settling, you waive
2 your right to the hearing tonight.

3 MS. HERNANDEZ: Okay.

4 MR. MAROTTA: And at a hearing, you
5 could have gotten more or less than what you
6 settled to tonight.

7 MS. HERNANDEZ: Okay.

8 MR. MAROTTA: Okay. So I don't know how
9 to say it better.

10 MR. NG: You did it good.

11 CHAIRMAN MILAN: I think you got it.

12 VICE CHAIRPERSON VASQUEZ: She
13 understands.

14 MS. RICCIARDI: You believe you'll be
15 able to pay this new rent with the help of your
16 family?

17 MS. HERNANDEZ: Yes.

18 MR. MAROTTA: Okay. And that's not only
19 one month rent, that's going forward.

20 MS. HERNANDEZ: I know.

21 MR. MAROTTA: Okay. I have no further
22 questions.

23 MR. NG: I'm good.

24 CHAIRMAN MILAN: I'm fine, I don't have
25 anything to ask of either. I mean based on the

1 fact that both sides have said -- both the
2 landlord and the tenant have pretty clearly stated
3 that they agree with the settlement, I think
4 the -- I make a motion that we accept the
5 settlement as presented by counsel on both sides
6 and as agreed to in front of us by both the
7 landlord and the tenant.

8 VICE CHAIRPERSON VASQUEZ: I second
9 that.

10 MR. NG: Motion was made by our Chairman
11 Juan Milan and seconded by our Vice Chairman,
12 Commissioner Sandra Vasquez.

13 Roll call. Commissioner Norma Guevara.

14 COMMISSIONER GUEVARA: Yes.

15 MR. NG: Commissioner Yamirus Holguin.

16 COMMISSIONER HOLGUIN: Yes.

17 MR. NG: Vice Chairman Sandra Vasquez.

18 VICE CHAIRPERSON VASQUEZ: Yes.

19 MR. NG: Commissioner Rosana Colon.

20 COMMISSIONER COLON: Yes.

21 MR. NG: Chairman Juan Milan.

22 CHAIRMAN MILAN: Yes.

23 MR. NG: Motion has passed.

24 CHAIRMAN MILAN: Thank you very much.

25 COMMISSIONER GUEVARA: Thank you.

1 MS. RICCIARDI: Thank you.

2 MR. MAYEROVIC: Thank you, everybody.

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OTHER BUSINESS:

CHAIRMAN MILAN: I'm going to make a motion that we open the public session of this meeting.

COMMISSIONER COLON: Second.

MR. NG: Motion was made by our Chairman Juan Milan and second by Commissioner Rosana Colon.

Roll call. Commissioner Norma Guevara.

COMMISSIONER GUEVARA: Yes.

MR. NG: Commissioner Yamirus Holguin.

COMMISSIONER HOLGUIN: Yes.

MR. NG: Commissioner Vice Chairman Sandra Vasquez.

VICE CHAIRPERSON VASQUEZ: Yes.

MR. NG: Commissioner Rosana Colon.

COMMISSIONER COLON: Yes.

MR. NG: Chairman Juan Milan.

CHAIRMAN MILAN: Yes.

MR. NG: Motion has passed.

CHAIRMAN MILAN: Is there anyone in the audience that wants to say anything at this meeting?

Seeing no response, or hearing no

1 response, I make a motion that we close the public
2 side of our meeting.

3 COMMISSIONER HOLGUIN: I second.

4 MR. NG: Motion by our Chairman Juan
5 Milan and second by Commissioner Yamirus Holguin.

6 Roll call. Commissioner Norma Guevara.

7 COMMISSIONER GUEVARA: Yes.

8 MR. NG: Commissioner Yamirus Holguin.

9 COMMISSIONER HOLGUIN: Yes.

10 MR. NG: Commissioner and Vice Chairman
11 Sandra Vasquez.

12 VICE CHAIRPERSON VASQUEZ: Yes.

13 MR. NG: Commissioner Rosana Colon.

14 COMMISSIONER COLON: Yes.

15 MR. NG: Chairman Juan Milan.

16 CHAIRMAN MILAN: Yes.

17 MR. NG: Motion has passed.

18 CHAIRMAN MILAN: Is there anything else,
19 resolutions or anything that has to be done?

20 MR. MAROTTA: Next meeting.

21 MR. NG: The only thing is that remember
22 that next meeting, we have our regular meeting --
23 this was a special meeting for all of us. So I
24 see you next week.

25

ADJOURNMENT :

CHAIRMAN MILAN: I make a motion that we adjourn.

MR. NG: Motion to adjourn.

COMMISSIONER COLON: Second.

MR. NG: All in favor?

(Whereupon, all Commissioners indicate in the affirmative.)

MR. NG: Meeting has been adjourned.

(Whereupon the meeting was adjourned at 7:50 PM.)

C E R T I F I C A T E

I HEREBY CERTIFY that the foregoing is a true and accurate transcript of the testimony and proceedings as taken stenographically by me at the time, place, and on the date hereinbefore set forth.

SUSAN BISCHOFF, CCR, RPR
LICENSE NO. 30XI00233700